

1 BILL NO. R-85-01- 32

2 RESOLUTION NO. R- 19-85

3 A RESOLUTION of the Common Council
4 approving Contract No. 8411 by and
5 between Chelsea Two, Inc., and the
6 Fort Wayne Water Utility, by and
7 through the Board of Public Works
8 and Safety.

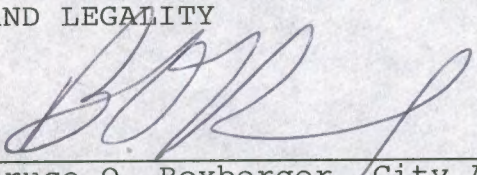
9 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof
12 as Exhibit A, by and between Chelsea Two, Inc., and the Fort Wayne
13 Water Utility, by and through the Board of Public Works and Safety,
14 is hereby approved and ratified.

15 SECTION 2. That this Resolution shall be in full force
16 and effect from and after its passage and any and all necessary
17 approval by the Mayor.

18 
19 Councilmember

20 APPROVED AS TO FORM
21 AND LEGALITY

22 
23 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by Henry, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 1-22-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Bradbury, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 2-12-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE Resolution (RESOLUTION) NO. B-19-85

on the 12th day of February, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of February, 1985, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of February, 1985, at the hour of 11:30 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD ORDER NO. 163-84

WORK ORDER NO. 63698

THIS AGREEMENT, made and entered into this 31st day of October, 1984, by and between CHELSEA TWO, INC., hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY, of the City of Fort Wayne, Indiana, by and through the Mayor and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said CONTRIBUTOR and the said Utility for the considerations hereinafter named, agree as follows:

1. That the UTILITY and the CONTRIBUTOR shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct a water main system, including all necessary fittings, to serve Arlington Park, Section XII, as follows:

Beginning at an existing 12" water main in the north side of Rail Fence Road, and the west line of Lot 595, thence easterly along Rail Fence Road, to the east line of Lot 652, thence in a southeasterly direction within a Utility easement to an existing 8-inch water main at Jefferson Middle School.

Said water main system to include: 774 L.F. of 12" and 1800 L.F. of 6" D.I. water main.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the UTILITY or approved by the UTILITY, which are on file in the office of the Engineering Department of the UTILITY, and by reference made a part hereof; and the said Utility shall furnish water thru said system, when completed, in accordance with the rules and regulations of said UTILITY, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the UTILITY will not furnish water thru any part or parts of the water main system covered hereunder unless and until the entire system shall have been tested, disinfected, and placed in service and accepted by said UTILITY.

3. It is understood and agreed by and between the parties of this Contract, that the CONTRIBUTOR shall furnish all materials, contractual labor, and equipment for the construction of said water main system through Kurtz Excavating at a cost of Thirty-six thousand, nine hundred thirty-one and no/100 (\$36,931.00), and that said UTILITY shall supply the necessary labor for inspection, pressure-testing, disinfection, engineering and tap at a cost of Three thousand nine hundred and no/100 (\$3,900.00). Therefore, the total cost of said water main system is Forty thousand, eight hundred thirty-one and no/100 (\$40,831.00). It is further understood and agreed by and between the parties of this Contract that the said CONTRIBUTOR shall bear the cost of the water main on the basis of (8" and 6") water main, the total cost of which, including the UTILITY cost referred to above, is Thirty-four thousand, three hundred thirty-seven and 14/100 (\$34,337.14), and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and

acceptance of said water main system by said UTILITY, the UTILITY will pay to said CONTRIBUTOR the difference between the cost of material, contractual labor, and equipment, as supplied by the contractor, as referred to above and the contract price of this AGREEMENT, said difference being Two thousand five hundred ninety-three and eighty-six hundredths (\$2,593.86).

4. The UTILITY may approve the extension of additional water mains from the water main(s) covered in this Contract without incurring any financial obligations to the CONTRIBUTOR under this Contract.
5. It is further understood and agreed that, upon completion of said water main system, the CONTRIBUTOR or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works of the City. The MAINTENANCE BOND shall run for a minimum period of one (1) year from the date of the acceptance of the said system by the CITY and shall be in the minimum amount of Nine thousand two hundred and thirty-three and no/100 (\$9,233.). After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the UTILITY will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the UTILITY, the Board of Public Works will issue a letter of acceptance of the project to the CONTRIBUTOR. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this Contract shall form and be a part of the water works system of said UTILITY, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.
6. This Agreement, although executed on behalf of the UTILITY by the Mayor and the Board of Public Works, shall not be binding upon the Utility unless and until the same shall have been ratified and approved by Common Council. Failure to approve the same within ninety (90) days after the date hereof, then this Contract shall become null and void.

WITNESS THE HANDS AND SEALS OF SAID PARTIES, the day and year are first above written.

CITY OF FORT WAYNE, INDIANA

Win Moses, Jr.
WIN MOSES, JR., MAYOR

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester
DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

Colette R. Simon
COLETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

Lawrence D. Consalvos
LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

CHELSEA TWO, INC.

By: J.L. Zehr
J.L. ZEHR, PRESIDENT

By: Cathy A. Fitzgerald
CATHY A. FITZGERALD, SEC.-TREAS.

Prepared by:

Terry L. Atherton, P. E.
Chief Water Engineer

Approved by the Common Council of the City of Fort Wayne on the _____ day of _____, 1984.

Special Ordinance No. _____.

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 31st
 day of October, 1984, personally appeared the within named
 WIN MOSES, JR., Mayor of the City of Fort Wayne, DAVID J. KIESTER, COSETTE R.
 SIMON and LAWRENCE D. CONSALVOS, members of the Board of Public Works and
 Safety, City of Fort Wayne, Indiana; and HELEN V. GOCHENOUR, Clerk of the
 Board of Public Works and Safety, City of Fort Wayne, Indiana, to me per-
 sonally known, who being by me duly sworn said that they are respectively
 the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of
 Public Works and Safety of the City of Fort Wayne, Indiana, and that they
 signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the
 City of Fort Wayne, Indiana, with full authority so to do and acknowledged
 said instrument to be the voluntary act and deed of said Department of said
 City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

L. Settimi McMahon

NOTARY PUBLIC

 Type or Print Name of Notary

MY COMMISSION EXPIRES:

 L. SETTIMI McMAHON
 NOTARY PUBLIC STATE OF INDIANA
 ALLEN CO.
 MY COMMISSION EXPIRES MARCH 2, 1988
 ISSUED THRU INDIANA NOTARY ASSOC.

ACKNOWLEDGMENT

STATE OF INDIANA)
)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 16th
 day of October, 1984, personally appeared the within named
 J.L. ZEHR and CATHY A. FITZGERALD, who being by me first duly sworn upon their
 oaths, say that they are the President and Secretary-Treasurer, respectively,
 of CHELSEA TWO, INC., and as such, duly authorized to execute the foregoing
 instrument and acknowledged the same as the voluntary act and deed of CHELSEA
 TWO, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Betty J. Mitchell
 NOTARY PUBLIC

Betty J. Mitchell
 Type or Print Name of Notary

MY COMMISSION EXPIRES:

May 5, 1985

BILL NO. R-85-01-32

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (~~ORDINANCE~~) (RESOLUTION) of the Common Council approving
Contract No. 8411 by and between Chelsea Two, Inc., and the Fort
Wayne Water Utility, by and through the Board of Public Works and Safety

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (~~ORDINANCE~~)
(RESOLUTION) (DO PASS) (DO NOT PASS) (WITHDRAWN)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 2-2-85

SANDRA E. KENNEDY
CITY CLERK

TITLE OF ORDINANCE Water Main Contract #8411, Arlington Park Sec. XIIDEPARTMENT REQUESTING ORDINANCE Board of Public Works and Safety *RF5-01-32*SYNOPSIS OF ORDINANCE Water Main Contract #8411, Arlington Park Sec. XII is betweenFort Wayne Water Utility of the City of Fort Wayne, Indiana and Chelsea Two, Inc.

This is for the construction of a water main as follows: Beginning at an existing
12" water main in the north side of Rail Fence Road, and the west line of Lot 595,
thence easterly along Rail Fence Road, to the east line of Lot 652, thence in a southeas-
terly direction within a Utility easement to an existing 8 inch water main at Jefferson
Middle School. Said water main system to include: 774 L.F. of 12" and 1800 L.F. of 6"
D.I. water main. City Utility Funds involved because of oversizing for this project.

EFFECT OF PASSAGE Improvement of water conditions at above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) Cost to City \$3,900.00

ASSIGNED TO COMMITTEE _____